

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	Chapter 13
Jasmine Shakiyla Johnson)	
Debtor)	Case number 24-54248-pwb
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EAST POINT ACQUISITIONS)	
II, LLC)	
Movant/Creditor)	
v.)	Notice of Hearing
)	Contested Matter
Jasmine Shakiyla Johnson,)	
Debtor;)	
K. Edward Safir, Trustee)	
Respondents)	

Notice Of Hearing

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on the Motion for Relief from Stay at **10:15 a.m. on July 31, 2024**, in Courtroom **1401**, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303, which may be attended in person or via the Court's Virtual Hearing Room.

You may join the Virtual Hearing Room through the "Dial-in and Virtual Bankruptcy Hearing Information" link at the top of the homepage of the Court's website, www.ganb.uscourts.gov, or the link on the judge's webpage, which can also be found on the Court's website. Please also review the "Hearing Information" tab on the judge's webpage for further information about the hearing. You should be

prepared to appear at the hearing via video, but you may leave your camera in the off position until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

Your rights may be affected by the court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. *If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response.*

Mail or deliver your response so that it is received by the Clerk at least two (2) business days before the hearing. The address of the Clerk's Office is: Clerk, U. S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive SW (formerly Spring Street SW), Atlanta, Georgia 30303. *You must also mail a copy of your response to the undersigned at the address stated below.* If you or your attorney do not take

these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an Order granting relief.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date. Movant consents to the automatic stay remaining in effect until the Court orders otherwise.

This notice is sent by the undersigned pursuant to 11 U.S.C. § 362 noticing requirements.

Dated: July 10, 2024

Cruikshank Ersin, LLC
6065 Roswell Road, Suite 680
Atlanta, Georgia 30328
Fax: 770-884-8114
Telephone: 770-884-8184
E-mail address: beth@cruikshankersin.com

By: /s/ Elizabeth M. Cruikshank

Elizabeth M. Cruikshank, Esq.
Attorney for Movant
Georgia Bar Number 215235

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION

Motion for Relief from Automatic Stay

Movant, EAST POINT ACQUISITIONS II, LLC (“Movant”) comes before this Honorable Court and brings this Motion for Relief from Stay by and through undersigned counsel pursuant to 11 U.S.C. § 362, 11 U.S.C. § 363, and Federal Rule of Bankruptcy Procedure 4001 (a) (1) by showing this Honorable Court the following:

Basis for the Motion

1. Movant seeks relief from existing stay for the purpose of dispossessing Debtor(s) of a residential rental property located at: 4142 Oaktree Court, Apt 23, East Point, GA 30344. (“Property”).
2. Property is in Fulton County, Georgia and a dispossessory would be subject to the jurisdiction of the Courts of that county.
3. Movant owns and/or manages the Property. Debtor(s) is a tenant with a possessory interest in the subject premises and Debtors’ monthly rent is, during all relevant times of this Motion, \$1,152.00. Debtor(s) also pays non-variable monthly fees pursuant to the parties’ lease agreement amounting to: \$115.00 charged each month during which Debtors rent payment is received after the 5th day of the month. Attached hereto as an exhibit(s) is a true and accurate copy of the ledger produced by Movant in connection with Debtors account detailing the above-referenced rents, fees, and charges, as well said leasehold between the parties authorizing said rents, fees, and charges, respectively.
4. Debtor(s) continues to reside in the Property and has failed to provide adequate assurance of future performance.
5. Debtor(s) filed a petition under Chapter 13 Of the Bankruptcy Code on Saturday, April 27, 2024

6. O.C.G.A. § 44-7-54 (a) (1) provides that where the issue of the right of possession cannot be determined within two weeks from the date of service of the copy of the summons and the copy of the affidavit, the tenant shall be required to pay into the registry of the trial court: “All rent and utility payments which are the responsibility of the tenant payable to the landlord under terms of the lease which become due after the issuance of the dispossessory warrant, said rent and utility payments to be paid as such become due.”
7. Because Tenant-Debtors filed the instant bankruptcy case, Landlord’s ability to collect rent pursuant to O.C.G.A. § 44-7-54 and all other sections of applicable Georgia law has been stayed.
8. Debtor(s) has failed to pay rent, late fees, and all other fees and charges associated with the tenancy relationship, either to Movant or into the Registry of the Court, for May, 2024-July, 2024. Debtor(s) is, therefore, in default and the provisions of 11 U.S.C. § 365 do apply.

Movant’s Requests

9. Pursuant to 11 U.S.C. § 362, Movant may be stayed from the commencement or continuation of any court or other proceeding against Debtors to recover possession of the rental Property.

10. Movant has, since the filing of the Bankruptcy petition, incurred additional costs for attorneys, rent, and all other expenses associated with Debtors occupancy of the property. Continuation of the automatic bankruptcy stay will harm Movant.
11. Movant is entitled to recover post-filing rent on the first of each month, plus late fees (if rent payments are late) and all other outstanding post-filing fees specified in the lease agreement.
12. Debtor(s) owes prepetition debt and fees in the amount of \$11,558.00. Debtor(s) owes post-petition rent and fees beginning May 1, 2024.
13. Movant seeks possession of the property and unpaid post-filing rent and fees from the Debtors.
14. Movant cannot be adequately protected in the Bankruptcy matter, thus Movant should be granted relief from the Stay under Section 362(d) of the United States Bankruptcy Code.

Prayer For Relief

WHEREFORE, Movant respectfully requests that the Court issue an order granting the following:

- a) That Movant be granted an Order lifting the automatic stay and further allows Movant to proceed under applicable non-bankruptcy law to enforce its remedies, specifically to allow the Courts of Fulton County, State of Georgia to move forward

with a dispossessory action against Debtor(s) including a money judgment against Debtor(s) for unpaid post-filing rent and fees;

b) For reasonable attorney's fees associated with the cost of bringing this Request for Relief from Stay;

c) To the extent provided by 11 U.S.C. § 109 (g), should Debtor(s) move to voluntarily dismiss the current bankruptcy case, that Debtor(s) be enjoined from refiling within 180 days, and/or refiling in such manner as to prevent Movant from proceeding with the dispossessory action for possession;

d) That the 14-day stay prescribed by Bankruptcy Rule 4001(a)(3) be waived;

e) Alternatively, if relief from stay is not granted, Movant respectfully requests the Court to order just and proper protection for its interests in the subject property including, but not limited to, payment of post-filing rent into the registry of the Court and/or ordering Debtor to strictly comply with the terms of the rental lease Agreement.

Respectfully submitted on Wednesday, July 10, 2024.

Cruikshank Ersin, LLC
6065 Roswell Road, Suite 680
Atlanta, Georgia 30328
Fax: 470-945-4053
Telephone: 470-945-4056
E-mail address: beth@cruiklaw.com

By: /s/ Elizabeth M. Cruikshank

Elizabeth M. Cruikshank, Esq.

Attorney for Movant
Georgia Bar Number 215235

Certificate of Service

This is to certify that I, the undersigned attorney Elizabeth M. Cruikshank, have served Debtor and all parties named on the Distribution List with the foregoing Motion for Relief from Automatic Stay (including the attached and completed Notice of Hearing as well as all attached exhibits) by properly filing same with the Bankruptcy Court for the Northern District of Georgia using the CM/ECF system (which will deliver electronic notice to certain parties) and by depositing a true and accurate copy of same in the U. S. Mail, with proper postage affixed and addressed as follows:

Debtor :

Jasmine Shakiyla Johnson
4142 Oak Tree Ct, Apt 23
Atlanta, GA 30344

Trustee:

K. Edward Safir
Standing Chapter 13 Trustee
Suite 1600
285 Peachtree Center Ave, NE
Atlanta, GA 30303

Debtors' Attorney(s):

Karen King
King & King, LLC
215 Pryor Street, S.W.
Atlanta, Ga 30303

Movant's Attorney:

Elizabeth M. Cruikshank, Esq.
Cruikshank Law Group, LLC
6065 Roswell Road, Suite 680
Atlanta, Georgia 30328

On Wednesday, July 10, 2024.

Cruikshank Law Group, LLC
6065 Roswell Road, Suite 680

Atlanta, Georgia 30328
Fax: 470-945-4053
Telephone: 470-945-4056
E-mail address: beth@cruiklaw.com

By: /s/ Elizabeth M. Cruikshank

Elizabeth M. Cruikshank, Esq.
Attorney for Movant
Georgia Bar Number 215235

Resident Ledger



Date: 06/07/2024

Code	t0370379	Property	957	Lease From	01/01/2023
Name	Jasmine Johnson	Unit	4142-23	Lease To	12/31/2023
Address	4142 Oaktree Ct.	Status	Eviction	Move In	01/08/2021
		Rent	1152.00	Move Out	12/31/2024
City	East Point, GA 30344	Phone (H)		Phone (W)	(386) 965-7170

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
09/11/2020	app	Application Fee (Jasmine Johnson)	35.00		35.00	<u>15218895</u>
09/11/2020	dep	Security Deposit (Jasmine Johnson)	300.00		335.00	<u>15218896</u>
09/11/2020		chk# 76058553 Debit Card On-Line Payment ; Mobile Web - Online Leasing		335.00	0.00	<u>11126749</u>
01/08/2021	rent	Rent for 24 days	742.00		742.00	<u>15529416</u>
01/08/2021		chk# 40192106061677 :CHECKscan Payment		242.00	500.00	<u>11405609</u>
01/08/2021		chk# 40192106061668 :CHECKscan Payment		500.00	0.00	<u>11405610</u>
02/01/2021	rent	Rent (02/2021)	959.00		959.00	<u>15577511</u>
02/05/2021		chk# 40192224311588 :CHECKscan Payment		500.00	459.00	<u>11472482</u>
02/05/2021		chk# 40192224311597 :CHECKscan Payment		450.00	9.00	<u>11472483</u>
02/22/2021		chk# 89158998 Debit Card On-Line Payment ; Mobile Web - Resident Services		9.00	0.00	<u>11489841</u>
03/01/2021	rent	Rent (03/2021)	959.00		959.00	<u>15674288</u>
03/05/2021		chk# 0050677240 :CHECKscan Payment		250.00	709.00	<u>11538284</u>
03/05/2021		chk# 40192402743041 :CHECKscan Payment		500.00	209.00	<u>11539986</u>
03/05/2021		chk# 40192402743050 :CHECKscan Payment		209.00	0.00	<u>11539987</u>
04/01/2021	rent	Rent (04/2021)	959.00		959.00	<u>15777755</u>
04/05/2021		chk# 40192601594360 :CHECKscan Payment		500.00	459.00	<u>11611202</u>
04/05/2021		chk# 40192601594378 :CHECKscan Payment		459.00	0.00	<u>11611203</u>
05/01/2021	rent	Rent (05/2021)	959.00		959.00	<u>15877111</u>
05/06/2021	late	Late Charge, 10% of \$959.00	95.00		1,054.00	<u>15899008</u>
05/06/2021		chk# 777 73434244 :CHECKscan Payment		500.00	554.00	<u>11688074</u>
05/06/2021		chk# 777 73434255 :CHECKscan Payment		459.00	95.00	<u>11688075</u>
06/01/2021	rent	Rent (06/2021)	959.00		1,054.00	<u>15975921</u>
06/05/2021		chk# 100046531 Debit Card On-Line Payment ; Mobile Web - Resident Services		959.00	95.00	<u>11757121</u>
07/01/2021	rent	Rent (07/2021)	959.00		1,054.00	<u>16077273</u>
07/06/2021	late	Late Charge, 10% of \$959.00	95.00		1,149.00	<u>16104040</u>
07/22/2021		chk# 525871 :CHECKscan Payment - RA:		95.00	1,054.00	<u>11818900</u>

07/22/2021		chk# 525868 :CHECKscan Payment - RA: Board of Commissioners of Fulton County	959.00	95.00	Case 24-54248-pwb Doc 19 Filed 07/10/24 Entered 07/10/24 15:56:33 Desc Main Document Page 12 of 14	11848903
07/22/2021		chk# 525869 :CHECKscan Payment - RA: Board of Commissioners of Fulton County	959.00	(864.00)		11848904
07/22/2021		chk# 525870 :CHECKscan Payment - RA: Board of Commissioners of Fulton County	959.00	(1,823.00)		11848905
08/01/2021	rent	Rent (08/2021)	959.00		(864.00)	16186722
08/27/2021		chk# 108234053 Debit Card On-Line Payment ; Mobile Web - Resident Services	95.00	(959.00)		11925499
09/01/2021	rent	Rent (09/2021)	959.00		0.00	16289388
10/01/2021	rent	Rent (10/2021)	959.00		959.00	16389801
10/05/2021		chk# 113557339 Debit Card On-Line Payment ; Mobile Web - Resident Services	959.00	0.00		12040636
11/01/2021	rent	Rent (11/2021)	959.00		959.00	16492130
11/05/2021		chk# 116910821 Debit Card On-Line Payment ; Mobile Web - Resident Services	959.00	0.00		12116311
12/01/2021	rent	Rent (12/2021)	959.00		959.00	16598556
12/04/2021		chk# 119928414 Debit Card On-Line Payment ; Mobile Web - Resident Services	959.00	0.00		12183933
01/01/2022	rent	Rent (01/2022)	1,008.00		1,008.00	16705283
01/05/2022		chk# 40192720167191 :CHECKscan Payment	500.00	508.00		12263514
01/05/2022		chk# 40192720167200 :CHECKscan Payment	508.00	0.00		12263515
02/01/2022	rent	Rent (02/2022)	1,008.00		1,008.00	16813173
02/04/2022		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services NSFed by ctrl# 12345902 Automatic NSF DZ5H0LFNLJ4, Return Code: R16 Invalid / Closed Account	1,008.00	0.00		12334154
02/06/2022	late	Late Charge, 10% of \$1008.00	100.00		100.00	16855870
02/09/2022	nsf	Returned check charge	50.00		150.00	16853561
02/09/2022		chk# :ACH-WEB NSF receipt Ctrl# 12334154	(1,008.00)	1,158.00		12345902
02/16/2022	legal	Filed dispo for non payment of rent	250.00		1,408.00	16869619
03/01/2022	rent	Rent (03/2022)	1,008.00		2,416.00	16918784
03/06/2022	late	Late Charge, 10% of \$1008.00	100.00		2,516.00	16951760
04/01/2022	rent	Rent (04/2022)	1,008.00		3,524.00	17035275
04/06/2022	late	Late Charge, 10% of \$1008.00	100.00		3,624.00	17065581
05/01/2022	rent	Rent (05/2022)	1,008.00		4,632.00	17140200
05/06/2022	late	Late Charge, 10% of \$1008.00	100.00		4,732.00	17169762
05/24/2022		chk# 203470194 :CHECKscan Payment - RA: Fulton County ERAP	7,656.00	(2,924.00)		12593683
06/01/2022	rent	Rent (06/2022)	1,008.00	(1,916.00)		17245744
07/01/2022	rent	Rent (07/2022)	1,008.00	(908.00)		17352133
08/01/2022	rent	Rent (08/2022)	1,008.00		100.00	17468792
08/03/2022		chk# 149136185 Debit Card On-Line Payment ; Mobile Web - Resident Services	100.00	0.00		12793023
09/01/2022	rent	Rent (09/2022)	1,008.00		1,008.00	17580918
09/06/2022	late	Late Charge, 10% of \$1008.00	100.00		1,108.00	17609656

09/09/2022		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services				
10/01/2022	rent	Rent (10/2022)	1,008.00		1,008.00	<u>17691085</u>
10/05/2022		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services		1,008.00	0.00	<u>12957259</u>
11/01/2022	rent	Rent (11/2022)	1,008.00		1,008.00	<u>17799339</u>
11/05/2022		chk# 161684378 Debit Card On-Line Payment ; Mobile Web - Resident Services		1,008.00	0.00	<u>13040681</u>
12/01/2022	rent	Rent (12/2022)	1,008.00		1,008.00	<u>17914124</u>
12/06/2022	late	Late Charge, 10% of \$1008.00	100.00		1,108.00	<u>17945200</u>
12/09/2022		chk# 165734438 Debit Card On-Line Payment ; Mobile Web - Resident Services		1,108.00	0.00	<u>13127972</u>
01/01/2023	rent	Rent (01/2023)	1,152.00		1,152.00	<u>18026173</u>
01/05/2023		chk# 169010698 Debit Card On-Line Payment ; Mobile Web - Resident Services		1,152.00	0.00	<u>13194432</u>
02/01/2023	rent	Rent (02/2023)	1,152.00		1,152.00	<u>18135281</u>
02/05/2023		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services		1,152.00	0.00	<u>13275462</u>
03/01/2023	rent	Rent (03/2023)	1,152.00		1,152.00	<u>18248475</u>
03/05/2023		chk# 177175137 Debit Card On-Line Payment ; Mobile Web - Resident Services		1,152.00	0.00	<u>13353185</u>
04/01/2023	rent	Rent (04/2023)	1,152.00		1,152.00	<u>18364885</u>
04/05/2023		chk# 181475712 Debit Card On-Line Payment ; Mobile Web - Resident Services		1,152.00	0.00	<u>13444634</u>
05/01/2023	rent	Rent (05/2023)	1,152.00		1,152.00	<u>18475871</u>
05/05/2023		chk# 185839641 Debit Card On-Line Payment ; Mobile Web - Resident Services		1,152.00	0.00	<u>13530365</u>
06/01/2023	rent	Rent (06/2023)	1,152.00		1,152.00	<u>18585671</u>
06/05/2023		chk# 190094895 Debit Card On-Line Payment ; Mobile Web - Resident Services		1,152.00	0.00	<u>13603963</u>
07/01/2023	rent	Rent (07/2023)	1,152.00		1,152.00	<u>18700213</u>
07/05/2023		chk# 194547911 Debit Card On-Line Payment ; Mobile Web - Resident Services		1,152.00	0.00	<u>13687209</u>
08/01/2023	rent	Rent (08/2023)	1,152.00		1,152.00	<u>18811650</u>
08/06/2023	late	Late Charge, 10% of \$1152.00	115.00		1,267.00	<u>18846574</u>
08/11/2023	legal	Legal Fee	250.00		1,517.00	<u>18861842</u>
09/01/2023	rent	Rent (09/2023)	1,152.00		2,669.00	<u>18924858</u>
09/06/2023	late	Late Charge, 10% of \$1152.00	115.00		2,784.00	<u>18957223</u>
10/01/2023	rent	Rent (10/2023)	1,152.00		3,936.00	<u>19037461</u>
10/06/2023	late	Late Charge, 10% of \$1152.00	115.00		4,051.00	<u>19077007</u>
11/01/2023	rent	Rent (11/2023)	1,152.00		5,203.00	<u>19158870</u>
11/06/2023	late	Late Charge, 10% of \$1152.00	115.00		5,318.00	<u>19192937</u>
12/01/2023	rent	Rent (12/2023)	1,152.00		6,470.00	<u>19274869</u>
12/06/2023	late	Late Charge, 10% of \$1152.00	115.00		6,585.00	<u>19309833</u>
01/01/2024	rent	Rent (01/2024)	1,258.00		7,843.00	<u>19384741</u>
01/01/2024	rent	1.2024 rent adj - s/b \$1152 per TCD IR eff 6/1/2023	(106.00)		7,737.00	<u>19623636</u>
01/06/2024	late	Late Charge, 10% of \$1258.00	125.00		7,862.00	<u>19624729</u>

02/01/2024	rent	Rent (02/2024) 2.2024 rent adj - \$1152 per CDR off 6/1/2023	1,258.00 (\$106.00)	1,258.00 (106.00)	9,120.00	19494227
02/01/2024	rent				9,014.00	19623639
02/06/2024	late	Late Charge, 10% of \$1258.00	125.00		9,139.00	19530688
03/01/2024	rent	Rent (03/2024)	1,152.00		10,291.00	19602058
03/06/2024	late	Late Charge, 10% of \$1152.00	115.00		10,406.00	19638614
04/01/2024	rent	Rent (04/2024)	1,152.00		11,558.00	19713801
04/06/2024	late	Late Charge, 10% of \$1152.00	115.00		11,673.00	19753427
05/01/2024	rent	Rent (05/2024)	1,152.00		12,825.00	19825019
05/06/2024	late	Late Charge, 10% of \$1152.00	115.00		12,940.00	19862241
06/01/2024	rent	Rent (06/2024)	1,152.00		14,092.00	19936938
06/06/2024	late	Late Charge, 10% of \$1152.00	115.00		14,207.00	19974080